SERFF Tracking Number: CNNB-125528593 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: H-08-7053-AR

TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations

Product Name: Homeowner CIC

Project Name/Number: /

## Filing at a Glance

Company: The Cincinnati Insurance Company

Product Name: Homeowner CIC SERFF Tr Num: CNNB-125528593 State: Arkansas

TOI: 04.0 Homeowners SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 04.0000 Homeowners Sub-TOI Co Tr Num: H-08-7053-AR State Status: Fees verified and

Combinations received

Filing Type: Form Co Status: Reviewer(s): Becky Harrington,

Betty Montesi, Brittany Yielding

Author: Matt Terrell Disposition Date: 03/12/2008

Date Submitted: 03/07/2008 Disposition Status: Approved

Effective Date Requested (New): 10/01/2008 Effective Date (New): 10/01/2008

10/01/2008

State Filing Description:

#### **General Information**

Project Name: Status of Filing in Domicile: Authorized

Project Number: Domicile Status Comments:

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 03/12/2008

State Status Changed: 03/12/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Updating Enhanced Replacement Cost and Mechanical Breakdown forms

# **Company and Contact**

**Filing Contact Information** 

Matt Terrell, Senior Filings Analyst matt\_terrell@cinfin.com

Company Tracking Number: H-08-7053-AR

TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations

Product Name: Homeowner CIC

Project Name/Number: /

6200 S. Gilmore Road (513) 603-5264 [Phone] Fairfield, OH 45014 (513) 881-8885[FAX]

**Filing Company Information** 

The Cincinnati Insurance Company CoCode: 10677 State of Domicile: Ohio

6200 S. Gilmore Rd. Group Code: 244 Company Type: Fairfield, OH 45014 Group Name: State ID Number:

(513) 870-2000 ext. [Phone] FEIN Number: 31-0542366

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SERFF Tracking Number: CNNB-125528593 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: H-08-7053-AR

TOI: 04.0 Homeowners Sub-TOI Combinations

Product Name: Homeowner CIC

Project Name/Number: /

## **Filing Fees**

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

The Cincinnati Insurance Company \$50.00 03/07/2008 18436957

Company Tracking Number: H-08-7053-AR

TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations

Product Name: Homeowner CIC

Project Name/Number:

# **Correspondence Summary**

#### **Dispositions**

Status	Created By	Created On	Date Submitted
Approved	Becky Harrington	03/12/2008	03/12/2008

Company Tracking Number: H-08-7053-AR

TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations

Product Name: Homeowner CIC

Project Name/Number: /

## **Disposition**

Disposition Date: 03/12/2008

Effective Date (New): 10/01/2008

Effective Date (Renewal): 10/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: H-08-7053-AR

TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations

Product Name: Homeowner CIC

Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property	&Approved	Yes
	Casualty		
Form	ENHANCED REPLACEMENT COST	Approved	Yes
	COVERAGE A		
Form	ENHANCED REPLACEMENT COST	Approved	Yes
	COVERAGE A - 50%		
Form	MECHANICAL BREAKDOWN	Approved	Yes
	COVERAGE		

Company Tracking Number: H-08-7053-AR

TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations

Product Name: Homeowner CIC

Project Name/Number: /

## **Form Schedule**

Review	Form Name	Form #	Edition	Form Type Action	Action Specific Readability	Attachment
Status			Date		Data	
Approved	ENHANCED	HR904	8/08	Endorseme Replaced	Replaced Form #:0.00	HR904
	REPLACEMENT			nt/Amendm	HR904 10/04	08-08.pdf
	COST			ent/Conditi	Previous Filing #:	
	COVERAGE A			ons		
Approved	ENHANCED	HR904A	8/08	Endorseme New	0.00	HR904A
	REPLACEMENT			nt/Amendm		08-08.pdf
	COST			ent/Conditi		
	COVERAGE A -			ons		
	50%					
Approved	MECHANICAL	HR961	9/08	Endorseme Replaced	Replaced Form #:0.00	HR961
	BREAKDOWN			nt/Amendm	HR961 4/08	09-08.pdf
	COVERAGE			ent/Conditi	Previous Filing #:	
				ons		

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **ENHANCED REPLACEMENT COST - COVERAGE A**

## (25% Additional Replacement Cost Limit)

I. The **DEFINITIONS** Section of the policy is amended to include the following with respect to insurance coverage provided under this endorsement:

"Mine Subsidence" means lateral or vertical movement including the collapse which results from such movement as a result of man made underground coal mines, clay mines, limestone mines and salt mines.

"Mine Subsidence" does not include "physical loss" caused by earthquake, landslide, volcanic eruption, collapse of storm or sewer drains, or rapid transit tunnels, or other earth movement.

- II. The following is added to Section I, A.5., Section I Additional Coverages:
  - (1) If "you" have:
    - (a) Allowed "us" to annually adjust the Coverage A limit of insurance and the premium in accordance with any increase in inflation;
    - **(b)** Notified "us", within 30 days of completion, of any alterations to the dwelling which increases the replacement cost of the dwelling by 5% or more and allowed "us" to adjust the Coverage **A** limit of insurance and premium accordingly; and
    - (c) Elected to repair or replace the damaged building.
  - (2) "We" will:
    - (a) Increase the Coverage A limit of insurance up to 25% more than the applicable limit of insurance, if the replacement cost of "your" dwelling is more than the applicable Coverage A limit of insurance. However, if the "physical loss" for which a claim has been made was caused by Sinkhole Collapse or "mine subsidence" and Sinkhole Collapse or "mine subsidence" is a Covered Cause of Loss under the policy to which this endorsement is attached, this provision shall not apply;
    - (b) Also increase by the same percentage applied to Coverage A the limits of insurance for Coverages B and C. However, "we" will do this only if the Coverage A limit of insurance is increased under Paragraph (2)(a) above as a result of a Coverage A "physical loss"; and
    - **(c)** Adjust the policy premium from the time of "physical loss" for the remainder of the policy term based on the increased limits of insurance.
  - (3) If "you" comply with the provisions of this Additional Coverage and there is a "physical loss" to a building insured under Coverage A, Section I, D. Condition 3. Loss Settlement Paragraph b. is deleted and replaced by Paragraphs b., c. and d. as follows:
    - b. Buildings under Coverage A or B, up to 25% more than the applicable limit of insurance, without deduction for depreciation, if the replacement cost of "your" house is more than the limit of insurance. "We" will pay no more than the smallest of the following amounts for equivalent construction and use on the same premises:
      - (1) Up to 25% more than the applicable limit of insurance which applies to the building or any parts of it;
      - (2) The amount actually and necessarily spent to repair or replace the building or any parts of it; or
      - (3) The applicable Coverage B limit of insurance whether increased or not.
    - **c.** "We" will pay no more than the "actual cash value" of the "physical loss" until actual repair or replacement is completed.
    - d. "You" may disregard the enhanced replacement cost loss settlement provisions, (3)b., above, and make a claim under this policy for "physical loss" to a building on an "actual cash value basis" and then make a claim within 180 days after "physical loss" for replacement cost according to the provisions of this Condition 3. Loss Settlement.

All other provisions of this policy apply.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **ENHANCED REPLACEMENT COST - COVERAGE A**

## (50% Additional Replacement Cost Limit)

I. The **DEFINITIONS** Section of the policy is amended to include the following with respect to insurance coverage provided under this endorsement:

"Mine Subsidence" means lateral or vertical movement including the collapse which results from such movement as a result of man made underground coal mines, clay mines, limestone mines and salt mines.

"Mine Subsidence" does not include "physical loss" caused by earthquake, landslide, volcanic eruption, collapse of storm or sewer drains, or rapid transit tunnels, or other earth movement.

- II. The following is added to Section I, A.5., Section I Additional Coverages:
  - (1) If "you" have:
    - (a) Allowed "us" to annually adjust the Coverage A limit of insurance and the premium in accordance with any increase in inflation;
    - **(b)** Notified "us", within 30 days of completion, of any alterations to the dwelling which increases the replacement cost of the dwelling by 5% or more and allowed "us" to adjust the Coverage **A** limit of insurance and premium accordingly; and
    - (c) Elected to repair or replace the damaged building.
  - (2) "We" will:
    - (a) Increase the Coverage A limit of insurance up to 50% more than the applicable limit of insurance, if the replacement cost of "your" dwelling is more than the applicable Coverage A limit of insurance. However, if the "physical loss" for which a claim has been made was caused by Sinkhole Collapse or "mine subsidence" and Sinkhole Collapse or "mine subsidence" is a Covered Cause of Loss under the policy to which this endorsement is attached, this provision shall not apply;
    - (b) Also increase by the same percentage applied to Coverage A the limits of insurance for Coverages B and C. However, "we" will do this only if the Coverage A limit of insurance is increased under Paragraph (2)(a) above as a result of a Coverage A "physical loss"; and
    - **(c)** Adjust the policy premium from the time of "physical loss" for the remainder of the policy term based on the increased limits of insurance.
  - (3) If "you" comply with the provisions of this Additional Coverage and there is a "physical loss" to a building insured under Coverage A, Section I, D. Condition 3. Loss Settlement Paragraph b. is deleted and replaced by Paragraphs b., c. and d. as follows:
    - b. Buildings under Coverage A or B, up to 50% more than the applicable limit of insurance, without deduction for depreciation, if the replacement cost of "your" house is more than the limit of insurance. "We" will pay no more than the smallest of the following amounts for equivalent construction and use on the same premises:
      - (1) Up to 50% more than the applicable limit of insurance which applies to the building or any parts of it;
      - (2) The amount actually and necessarily spent to repair or replace the building or any parts of it; or
      - (3) The applicable Coverage B limit of insurance whether increased or not.
    - **c.** "We" will pay no more than the "actual cash value" of the "physical loss" until actual repair or replacement is completed.
    - d. "You" may disregard the enhanced replacement cost loss settlement provisions, (3)b., above, and make a claim under this policy for "physical loss" to a building on an "actual cash value basis" and then make a claim within 180 days after "physical loss" for replacement cost according to the provisions of this Condition 3. Loss Settlement.

All other provisions of this policy apply.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### MECHANICAL BREAKDOWN COVERAGE

- I. The **DEFINITIONS** Section of the policy is amended to include the following with respect to insurance coverage provided under this endorsement:
  - A. 1. "Accident" means sudden and accidental mechanical breakdown that results in direct "physical loss" to "covered equipment" necessitating its repair or replacement. If an initial "accident" causes other "accidents", all will be considered one "accident". All "accidents" that become apparent at the same time and that are the result of the same cause will be considered one "accident".
    - 2. None of the following is an "accident":
      - **a.** Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
      - **b.** The functioning of any safety or protective device;
      - **c.** Depletion, deterioration, erosion, rust or other corrosion;
      - d. Wear and tear;

However, "we" do cover any ensuing loss caused by an "accident".

- B. "Covered equipment" means:
  - 1. Property covered under Coverage A Dwelling or Coverage B Other Structures, that:
    - a. Generates, transmits or utilizes energy; or
    - During normal usage, operates under vacuum or pressure, other than the weight of its contents.
  - 2. None of the following is "covered equipment":
    - a. Structure or foundation;
    - **b.** Insulating material;
    - **c.** Sewer piping, buried vessels or underground piping:
    - d. Kitchen or laundry appliances including but not limited to: refrigerator, freezer, dishwasher, oven, stove, clothes washer, or clothes dryer, all whether built in or free standing; or
    - e. Electronic entertainment equipment, computer equipment, or electronic data processing equipment including but not limited to; television or stereo equipment, or any electronic component used with such equipment, all whether built in or free standing; or
    - f. Personal property.
- **II.** Section **I**, Coverage **D** Loss of Use, **a.** Additional Living Expense is amended to add the following, but only with respect to coverage provided under this endorsement:

"We" will pay up to \$200 per day for no more than five (5) consecutive days, up to a maximum of \$1,000 per one "accident" under this coverage. This Limit of Insurance is included within, and is not in addition to the Limit of Insurance indicated in Section **III.** of this endorsement.

III. Section I - Additional Coverages is amended as follows:

The following Additional Coverage is added:

#### **Mechanical Breakdown**

"We" will pay for direct "physical loss" and other covered costs to "covered equipment" that is the result of an "accident".

If, due to an "accident", "covered equipment" cannot be repaired, necessitating replacement, "we" will pay "your" additional cost to replace "covered equipment" with equipment that is better for the environment, safer or more efficient than the equipment being replaced. However, "we" will not pay more

HR961 (9/08) Page 1 of 2

than 125% of what the cost would have been to replace with like kind and quality. This does not increase any of the applicable Limits of Insurance.

The most "we" will pay for loss, damage or expense under this endorsement arising from any one "accident" is \$50,000. Coverage provided under this endorsement does not increase any Limits of Insurance under Section I - Property Coverages.

The following is applicable, except for the CONDOMINIUM UNIT OWNERS-BROAD FORM POLICY.

- IV. Section I Exclusion 1.d.(2) is deleted and replaced by the following:
  - (2) Mechanical breakdown, latent defect, inherent vice or any quality in property that causes it to damage or destroy itself, except as provided in the Mechanical Breakdown Coverage;

The following is applicable only to the CONDOMINIUM UNIT OWNERS-BROAD FORM POLICY.

V. Section I - B. Covered Causes of Loss, b. Covered Causes of Loss is amended by adding the following: Mechanical breakdown, but only to the extent provided by the Additional Coverage, Mechanical Breakdown.

HR961 (9/08) Page 2 of 2

Company Tracking Number: H-08-7053-AR

TOI: 04.0 Homeowners Sub-TOI Combinations

Product Name: Homeowner CIC

Project Name/Number:

# **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Uniform Transmittal Document- Approved 03/12/2008

Property & Casualty

Comments:

**Attachment:** 

#P&CTransmittal.pdf

# **Property & Casualty Transmittal Document**

1 . Reserved for Insurance Dept. Use Only		2. Insurance Department Use only								
	The state of the s			a. Date the filing is received:						
				b. Analyst:						
			c. Disposition:							
			d. Date of disposition of the filing:							
			e. Effective date of filing:							
				New Business						
			Renewal Business							
			f. State Filing #:							
			g. SERFF Filing #:							
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Cor	Company Tracking Number		r(s)		D53-AR toll-free	nur	mber]			
	ntact Info of Filer(s) or Corpor Name and address	Title	r(s)	[include	toll-free		FAX#			mail
Cor	ntact Info of Filer(s) or Corpor Name and address Matt Terrell P.O. Box 145496	Title Senior	r(s)	[include	toll-free				natt_terr	mail ell@cinfin.
Cor	ntact Info of Filer(s) or Corpor Name and address Matt Terrell P.O. Box 145496	Title	r(s)	[include	toll-free		FAX#			
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<u>Cor</u> 6.	ntact Info of Filer(s) or Corpor Name and address Matt Terrell P.O. Box 145496 Cincinnati, OH 45250-5496	Title Senior	r(s)	[include	toll-free		FAX#		natt_terr	
Cor 6.	Name and address Matt Terrell P.O. Box 145496 Cincinnati, OH 45250-5496 Signature of authorized filer	Title Senior Analyst	r(s)	[include Teleph 513.603	toll-free ione #s 3.5264		FAX#		natt_terr	
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Effective	March	1	2007
	iviaitii		2001

18. Company's Date of Filing	3/7/08
19. Status of filing in domicile	□ Not Filed □ Pending □ Authorized □ Disapproved

## **Property & Casualty Transmittal Document—**

20.	This filing transmittal is part of Company Tracking #	H-08-7053-AR

**21. Filing Description** [This area can be used in lieu of a cover letter or filing memorandum and is freeform text]

HR904 (8/08) replaces HR904 (10/04)

ENHANCED REPLACEMENT COST - COVERAGE A (25% Additional Replacement Cost Limit) - endorsement title updated to reflect the amount (25%) of additional replacement cost coverage provided.

HR904A (8/08) is introduced

ENHANCED REPLACEMENT COST - COVERAGE A (50% Additional Replacement Cost Limit) - provides a 150% Coverage A replacement cost option.

HR961 (9/08) replaces HR961 (4/08)

MECHANICAL BREAKDOWN COVERAGE -

In this endorsement's Part II, 'Section I, Coverage D - Loss of Use' replaces 'Section I - 4. Coverage D - Loss of Use' to accommodate this endorsement's use with, both, homeowner and condominium forms and reference to 'Section III' replaces reference to 'Section III A.'

'The following is applicable, except for the CONDOMINIUM UNIT OWNERS-BROAD FORM POLICY.' precedes the endorsement's Part IV. reference to the policy's Section I - Exclusion 1.d.(2).

So Mechanical Breakdown coverage may be added for the Condominium Unit Owners-Broad Form Policy, the following is added:

'The following is applicable only to the CONDOMINIUM UNIT OWNERS-BROAD FORM POLICY.'

V. Section I – B. Covered Causes of Loss, b. Covered Causes of Loss is amended by adding the following:

Mechanical breakdown, but only to the extent provided by the Additional Coverage, Mechanical Breakdown.

Filing Fees (Filer must provide check # and fee amount if applicable)

[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: EFT Amount: 50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)